

Stephanie Payne, Assistant General Counsel
Air Liquide USA LLC
9811 Katy Freeway, Suite 100
Houston, TX 77024

January 22, 2016

Carlyn Winter Prisk (3HS62)
U.S. Environmental Protection Agency ("EPA")
Region 3
1650 Arch Street
Philadelphia, PA 19103-2029



Re: Air Liquide America Specialty Gases LLC ("ALASG") / Clearview Landfill Superfund Site, Darby Township, Delaware County, and Philadelphia, Pennsylvania
EPA's request for information pursuant to CERCLA §104(e) (the "Information Request")

Dear Ms. Prisk:

I am corporate environmental counsel for the U.S. subsidiaries of the Air Liquide Group and, on behalf of ALASG, am responding to the Information Request directed to Lindsay Grossman, commercial counsel for ALASG. EPA's Information Request is shown below in bold font. ALASG's responses to each of EPA's questions, which are numbered, are below in normal font.

As an initial matter, please note that EPA is *incorrect* in stating that Scott Research Laboratories is a predecessor of ALASG. Relevant background information follows. On September 26, 2007, ALASG, as Purchaser, Scott Specialty Gases, Inc. ("SSGI"), as Seller, and Frederick J. Merz, Jr., as Shareholder, entered into an Asset Purchase Agreement (the "Agreement") pursuant to which ALASG purchased certain assets of SSGI and its Netherlands and UK subsidiaries on October 31, 2007. Relevant pages of the Agreement are attached as Exhibit A. Mr. Merz also owned a separate company entitled Scott Research Laboratories Inc. ("SRL"), and currently owns Twinbrook Management Company ("TMC"), a company created on October 16, 2007,¹ into which SSGI was merged out of existence on October 31, 2007, and into which SRL was merged out of existence on December 27, 2007. See *Exhibit B*. ALASG did not purchase any assets or stock of SRL and SRL is not a predecessor of ALASG.

Information Required

In November 2015, EPA discovered a cylinder of anhydrous ammonia partially buried at the Clearview Landfill. The cylinder was marked "Scott Research Laboratories" and "DOT 3 2015, B-1573, SRL." EPA's Remedial Project Manager exchanged e-mails with Air Liquide employee Lori Wright. Please answer the following questions related to the aforementioned cylinder.

1. When was the cylinder in question manufactured?

Based on the photographs that ALASG received from EPA, attached as Exhibit C, the cylinder discovered by EPA (the "EPA Cylinder"), is a B-size cylinder made of carbon steel with a water volume capacity of about 16-20 liters. After diligent review of its current and historic cylinder inventory records, ALASG found none that reveal when or by whom the EPA Cylinder was manufactured. But ALASG believes the manufacture date can be deduced.

¹ Section 8.7 required the Seller and the Stockholder to change the name of SSGI within five (5) business days after the October 31, 2007, Closing Date of the Agreement.

Cylinders of this type have a lengthy useful life exceeding 50 years but, by law, they must undergo hydrostatic pressure testing every ten years to assure integrity. The date of the most recent hydrostatic test must be physically stamped into the body of the cylinder and, if a cylinder is not stamped with a current valid test date, the cylinder cannot be legally shipped or filled and distributed for use. The EPA Cylinder has one, and only one, hydrostatic test date stamp: July 1983. The EPA Cylinder's markings show that the hydrostatic test was performed by Taylor Wharton; therefore, the EPA Cylinder was probably manufactured in pre-July 1983 by Taylor Wharton.² ALASG contacted Taylor Wharton and awaits confirmation of the foregoing. Taylor Wharton advised that it no longer manufactures cylinders, that business having been acquired by Norris Cylinder in about 2012.

No further hydrostatic tests were performed on the EPA Cylinder and so it has been "out-of-test" and un-useable since July 1993. While this does not necessarily make the EPA Cylinder unsafe, it means the EPA Cylinder can't be used in normal industrial gas service unless and until it passes a hydrostatic test.

2. If Air Liquide does not currently own the cylinder, on what date and to whom was [the] cylinder sold or otherwise transferred?

A thorough examination of ALASG's current cylinder inventory records did not identify a B-size cylinder with serial number B-1573 containing liquid anhydrous ammonia. However, examination of the IBM AS-400 historic electronic cylinder service and inventory records of SRL and SSGI produced one (and only one) electronic service record, attached as Exhibit D, for a B-size steel cylinder with the same serial number as the EPA Cylinder, B-1573, that contained liquid anhydrous ammonia. It was purchased from Taylor Wharton³ and was therefore probably manufactured by Taylor Wharton, and was returned by Supelco, a customer,⁴ on June 1, 1993 (the "Supelco Cylinder"). If the Supelco Cylinder was returned so that it could undergo its next ten-year hydrostatic testing date, then it was probably manufactured and sold in pre-June 1983. The Supelco Cylinder was not entered into the AS-400 inventory until June 3, 1993 (See Exhibit D), because the AS-400 system initially rejected the Supelco Cylinder for this reason: the AS-400 record shows a "Pre 38" serial number for the Supelco Cylinder of BBB01573 (See Exhibit D), which means the Supelco Cylinder was in use when inventory records were still kept on paper before use of the AS-400 began in 1988. Consequently, the AS-400 had no record of the Supelco Cylinder and rejected it. The rejection was cleared on June 3, 1993 (See Exhibit D), and the Supelco Cylinder entered the AS-400 electronic inventory system.

Based on the AS-400 records, the Supelco Cylinder was never re-filled and there is no record that it was ever sold. It was last seen in inventory in April 1997 (See Exhibit D). By 1999 the Supelco Cylinder was listed in the AS-400 inventory as a "phantom" (See Exhibit E). Designating a cylinder as a phantom means that the cylinder is missing but is kept in inventory should the cylinder later be found. The Supelco Cylinder was never removed from the phantom pool and, after April 1997, it was likely either sent to a vendor for disposal or sent to vendor for hydrostatic testing and never returned.

Summarizing, the Supelco Cylinder and the EPA Cylinder are both B-size steel cylinders that contained anhydrous ammonia and they have the same serial number. It appears that both were manufactured by Taylor Wharton and the following dates coincide. The EPA Cylinder was hydro-tested in July 1983 and placed in service. The Supelco Cylinder was manufactured and placed in service sometime before 1987, possibly pre-June 1983, and was returned June 1, 1993, one month before the EPA Cylinder was due for its second hydrostatic test in July 1983. After its return, the Supelco Cylinder would not have been returned to service unless and until it passed a hydrostatic test to

² A cylinder's first hydro-test is typically performed by its manufacturer because the manufacturer can't ship the cylinder to its original owner without a stamped, current test date.

³ The purchase date is not shown.

⁴ Supelco is a supplier of laboratory supplies and accessories, including gases, located as of 1993 at 595 North Harrison Road, Bellefonte, PA 16823.

confirm that it could be shipped and used safely. The AS-400 record shows a hydrostatic test date of 00/00/00 for the Supelco Cylinder (*See Exhibit D*), indicating that either the Supelco Cylinder underwent and failed a hydrostatic test, or that the test was not or could not be performed. As stated above, the AS-400 record indicates that, after June 3, 1993, the Supelco Cylinder was never refilled, sold or returned to service; it apparently could not be repaired or returned to a state that would allow hydrostatic testing, and was likely placed in a collection of un-useable cylinders to be sent for disposal or sent to a vendor for hydrostatic testing and never returned. Also as stated above, the Supelco Cylinder was last seen in April 1997 and, by 1999, it was lost and designated a phantom. Based on the foregoing, ALASG reasonably believes the Supelco Cylinder might be the EPA Cylinder recovered from the Clearview Landfill in November 2015.

Regarding ownership of the EPA Cylinder, its labels and markings identify it as the property of SRL (*See Exhibit C*). Section 1.1 of the Agreement clearly shows that Air Liquide purchased certain assets of SSGI but did not purchase either the stock or the assets of SRL and; therefore, did not purchase the EPA Cylinder. (*See Exhibit A*). Having never owned the EPA Cylinder, ALASG did not sell or otherwise transfer the EPA Cylinder either.

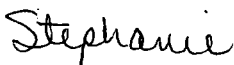
As for ownership of the Supelco Cylinder, regardless of whether or not it is the EPA Cylinder, ALASG does not own and has never owned it for two reasons. First, Section 1.1 of the Agreement clearly states that ALASG acquired only "Purchased Assets" from SSGI and did not acquire "Excluded Assets" (*See Exhibit A*). According to Section 1.2 of the Agreement, cylinders that could not be returned to service through SSGI's normal operating procedures for various reasons, including the need to be sent to a vendor for disposal, were Excluded Assets (*See Exhibit A*). As mentioned above, the Supelco Cylinder fits the foregoing description: it was returned in June 1993 and was never again successfully hydro-tested, returned to service or refilled, so apparently could not be repaired or tested, was never sold, and was designated a Phantom as of 1999. Phantom cylinders were Excluded Assets and were not purchased by ALASG. Second, even if the Supelco Cylinder wasn't an Excluded Asset, Section 1.1 states that ALASG only acquired Purchased Assets of SSGI that were *delivered to* ALASG (*See Exhibit A*). The Supelco Cylinder was missing and declared a phantom by 1999, eight years before ALASG purchased SSGI's assets, and could not have been delivered by SSGI to ALASG. ALASG never received, took possession of or owned the Supelco Cylinder.

3. Provide complete copies of all documents related to the sale or other transfer of the cylinder in question.

The documents are enclosed.

Please call me if you need additional information.

Cordially,



Stephanie Payne

Enc.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into on the 26th day of September, 2007, by and among Air Liquide America Specialty Gases LLC, a Delaware limited liability company (the "Purchaser"), Scott Specialty Gases, Inc., a Pennsylvania corporation (the "Seller"), and J. Frederick Merz, Jr. (the "Stockholder").

WHEREAS, the Seller desires to sell, or cause to be sold, and the Purchaser desires to purchase, or its designees as provided in Section 1.1 shall purchase, all of the assets of the Seller and its subsidiaries, except the Excluded Assets (as defined in Section 1.2), together with the business of the Seller and all of its subsidiaries as a going concern and the business relating thereto, on the terms and conditions set forth in this Agreement; and

WHEREAS, the Stockholder owns, of record and beneficially, 116,418.90 shares of the common stock, no par value per share, of the Seller, which shares constitute twenty-eight and sixty-six hundredths percent (28.66%) of the issued and outstanding capital stock of the Seller, and the execution and delivery by the Stockholder of this Agreement, and the making by the Stockholder of the representations, warranties and covenants of the Stockholder contained herein, constitute an inducement to the Purchaser to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants, agreements and indemnities contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

**ARTICLE 1
ASSETS PURCHASED**

SECTION 1.1 Purchased Assets. Except for the Excluded Assets (as defined in Section 1.2), the Seller agrees, at the Closing (as defined in Section 4.1), (i) to sell, convey, transfer, assign and deliver to the Purchaser, free and clear of any Encumbrances (as defined in Section 5.7(d)), other than Permitted Liens (as defined in Section 5.8(a)), the Seller's right, title and interest, legal and beneficial, in and to all of the Seller's property and assets, real, personal or mixed, tangible or intangible, wherever located, (ii) to cause International Gases and Chemicals Limited (the "UK Subsidiary") to sell, convey, transfer, assign and deliver to the Purchaser or its Designee (as defined in this Section 1.1), free and clear of any Encumbrances, other than Permitted Liens, the UK Subsidiary's right, title and interest in and to all of the UK Subsidiary's property and assets, real, personal or mixed, tangible or intangible, wherever located including the legal and beneficial ownership thereof and (iii) to cause Scott Specialty Gases B.V. (the "Netherlands Subsidiary") and, together with the UK Subsidiary, the "Subsidiaries") to sell, convey, transfer, assign and deliver to the Purchaser or its Designee (as defined in this Section 1.1), free and clear of any Encumbrances, other than Permitted Liens, the Netherlands Subsidiary's right, title and interest in and to all of the Netherlands Subsidiary's property and assets, real, personal or mixed, tangible or intangible, wherever located (the aforesaid assets hereinafter referred to as, respectively, the "Seller Assets," the "UK Assets" and the "Netherlands Assets" and, collectively (and inclusive of any other property or assets owned by any entity listed in Schedule 5.1(b) other than the Subsidiaries), the "Purchased Assets"), together with the business conducted by the Seller and each of the

Subsidiaries as a going concern and the goodwill related thereto (the "Business"), the Purchased Assets to include, without limitation, the property and assets set forth below:

(a) all real property (and any buildings and improvements thereon and all easements used or required in connection therewith) including, but not limited to, the real property set forth on Schedule 1.1(a) (the "Real Property");

(b) all leasehold interests created by leases of real property including, but not limited to, those set forth on Schedule 1.1(b) (collectively, the "Real Property Leases") (the premises leased pursuant to the Leases being referred to herein collectively as the "Leased Premises");

(c) all Asset Cylinders including, but not limited to, those set forth on Schedule 1.1(c) (for purposes of this Agreement, "Asset Cylinders" shall mean gas cylinders, liquid cylinders, cryogenic cylinders and dewars);

(d) all machinery, equipment (including office equipment), tanks, cryogenic vessels, vehicles (and all associated Asset Cylinder pallets and floor stock Asset Cylinder pallets), cars, trucks, trailers, tractors, forklifts, telephone equipment, fax machines, supplies, copiers, tooling, furniture and furnishings, computer hardware including monitors, printers, accessories and peripherals, fixtures, art work and all other tangible personal property, including but not limited to, those set forth on Schedule 1.1(d) (collectively, the "Equipment");

(e) all rights in connection with prepaid expenses, deposits, credits, claims for refunds and rights to offset;

(f) all inventory including, but not limited to, the listing of inventory set forth on Schedule 1.1(f) (collectively, the "Inventory");

(g) to the extent assignable, all rights against suppliers and manufacturers under warranties ("Warranties");

(h) all customer lists and files (including all such lists and files maintained in paper format or on tape, disk, or other electronic or digital mediums);

(i) all rights, claims and causes of action;

(j) all leasehold interests created by leases of personal property including, but not limited to, those set forth on Schedule 1.1(j) (the "Personalty Leases");

(k) all other contracts and agreements, including, but not limited to, those set forth on Schedule 1.1(k) (collectively, the "Assigned Contracts"), except as set forth in Section 1.2;

(l) all permits, licenses, registrations, certificates, approvals, consents and authorizations from or with any Governmental Authority in favor of the Seller or the Subsidiaries (collectively the "Permits"), and all applications therefore to the extent that such Permits and applications may be assigned under applicable Legal Requirements (for purposes of this Agreement, "Legal Requirements" shall mean any law, statute, regulation, rule, judgment,

decree, ruling, injunction, award or order and the terms of any governmental permit, license, registration, approval, or authorization issued by any Governmental Authority or court, board of arbitration or similar body, and "Governmental Authority" shall mean any federal, state, local, municipal, provincial or foreign governmental body, agency or authority);

(m) all books and records (whether maintained in paper format or on tape, disk, or other electronic or digital mediums);

(n) all trade accounts receivable as of the Closing Date;

(o) all proprietary software;

(p) all intellectual property including, but not limited to, that set forth on Schedule 1.1(p), all procedures, and all registrations and pending applications for registration relating thereto (the "Intellectual Property");

(q) all of the goodwill of the Seller and the Subsidiaries and rights to use the Seller's and each of the Subsidiaries' respective corporate names and all business or trade names used by the Seller;

(r) all rights to use the Seller's and each of the Subsidiaries' respective telephone and facsimile numbers, email addresses and internet domain names and all websites relating thereto and all contents therein; and

(s) all insurance benefits under any insurance policy of the Seller or the Subsidiaries arising from or relating to the Purchased Assets or the Assumed Liabilities (as defined in Section 3.1).

The Purchaser shall have the right to designate, not less than ten (10) days before the Closing Date, one or more entities directly or indirectly wholly-owned by Air Liquide, S.A. (singly, a "Designee" and, collectively, the "Designees") to take title to the UK Assets and the Netherlands Assets, each which Designee shall succeed to all rights, claims, and causes of action of the Purchaser with respect to the respective Purchased Assets acquired; provided that no such designation shall relieve the Purchaser of any of its obligations hereunder. The Purchaser shall cause such entities to enter into appropriate instruments of transfer and assumption of liabilities as may be mutually acceptable to the parties.

SECTION 1.2 Excluded Assets. Notwithstanding anything to the contrary in Section 1.1 hereof, the Purchaser and the Seller agree that the Purchaser and the Designees are not purchasing, and the Seller and the Subsidiaries are not selling, any of the following assets (collectively the "Excluded Assets"):

(a) cash and marketable securities and any bank, depositary, investment or other accounts related thereto;

(b) all Asset Cylinders that (i) cannot be returned to service through Seller's normal operating procedures, because the Asset Cylinders contain any unknown contents, have stuck

valves or must be sent to a vendor for disposal, (ii) are otherwise classified as "residual" by the Seller or (iii) are listed on Schedule 1.2(b). The Seller covenants and agrees that it will use its best efforts to remove and dispose of all such Asset Cylinders prior to the Closing, at its sole cost and expense and in accordance with all applicable Legal Requirements, and, to the extent any such Asset Cylinders have not been so removed and disposed of prior to the Closing, the Seller shall use its best efforts to remove and dispose of such remaining Asset Cylinders as soon as possible after the Closing but in any event within sixty (60) days of the Closing, at its sole cost and expense and in accordance with all applicable Legal Requirements;

(c) the outstanding shares of each of the Subsidiaries;

(d) all rights, claims, and causes of action of the Seller or any Subsidiary relating to any Excluded Asset or any Liability (for purposes of this Agreement, "Liability" or "Liabilities" shall mean any debt, obligation, duty or liability of any nature whatsoever (whether known or unknown, due or to become due, vested or unvested, accrued or unaccrued, absolute or contingent or otherwise)) that is not an Assumed Liability;

(e) all insurance benefits under any insurance policy of the Seller or the Subsidiaries arising from or relating to the Excluded Assets or the Excluded Liabilities;

(f) those certain assets set forth on Schedule 1.2(f); and

(g) Employee Benefits Plans and all rights, claims and causes of action thereunder except as set forth in Section 8.5(j).

ARTICLE 2 PURCHASE PRICE

SECTION 2.1 Purchase Price. The purchase price for the Purchased Assets and the

amended to take account of any adjustments to the Purchase Price under Section 2.2 hereof, shall be binding on the parties, and that no party shall take a position in any manner inconsistent with such allocation. At the Closing, (i) the Purchaser shall pay the portion of the Purchase Price

breach of any of the Seller's or the Stockholder's representations or warranties herein. Should any such fact or condition require any change to the Schedules hereto, the Seller shall promptly deliver to the Purchaser a supplement to the Schedules specifying such change. Notwithstanding the foregoing, and in order to preserve the benefit of the Purchaser's bargain, the delivery of any such supplement shall not (a) have any affect for purposes of determining satisfaction of the condition set forth in Section 9.3(b) hereof or (b) affect in any manner any rights of the Purchaser under Article 10 hereof or Article 11 hereof (including, without limitation, any right to claim indemnification after the Closing, on the basis of the unamended and unsupplemented Schedules as set forth on the date of this Agreement, for breach of any misrepresentation or breach of any warranty made herein or in any other Transaction Document).

SECTION 8.7 Change of Name. Within five (5) business days following the Closing Date, the Seller and the Stockholder shall take all actions necessary to change the Seller's name, and the Seller shall, and shall cause the Subsidiaries to, take all actions necessary to change the Subsidiaries' names, to ones sufficiently dissimilar to the Seller's and the Subsidiaries' present names to avoid confusion, and the Seller shall take and shall cause the Subsidiaries to take, such action from time to time as the Purchaser and its Designees shall request to enable the Purchaser to use such names.

SECTION 8.8 Mail and Communications. The Seller shall promptly remit, and shall cause the Subsidiaries to promptly remit, to the Purchaser any mail or other communications relating to the Business or the Purchased Assets received by the Seller or any Subsidiary from and after the Closing.

SECTION 8.9 Further Assurances. The Seller and the Stockholder shall, and shall cause the Subsidiaries to, at any time and from time to time after the Closing, upon the request and at the expense of the Purchaser but without further consideration, do, execute, acknowledge, deliver and file, or such to be done, executed, delivered or filed, all such further assets, deeds, transfers, assignments or assurances as may be reasonably requested by the Purchaser for purposes of transferring, conveying and assigning to the Purchaser or one of its Designees, as applicable, ownership, possession and use of the Business and the Purchased Assets.

SECTION 8.10 Non-Competition.

(a) Neither the Seller nor any of the Subsidiaries will, for a period of two (2) years following the Closing (the "Restricted Period"), directly or indirectly, and whether for itself or others, engage or invest in, own, manage, operate, finance, lend money to, control or participate in the ownership, management, operation or control of, be employed by, associated with or in any manner connected with, lend its credit to, guarantee any obligations of or consult with or render services or advice to any business or activity whose products or services compete in whole or in part with the products or services of the Business anywhere in the world; provided, however, that the Seller may purchase or otherwise acquire up to (but not more than) one percent (1%) of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise) if such class of securities is listed on a recognized national or regional securities exchange.

SEP-25-2007 13:31

SCOTT SPECIALTY GASES

215 766 0549 P.02/02

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first above written.

AIR LIQUIDE AMERICA SPECIALTY
GASES LLC

By: [Signature]
Name: Kevin Feeney
Title: Secretary

SCOTT SPECIALTY GASES, INC.

By: [Signature]
Name: J.V. Frederick Merz, Jr.
Title: Chairman and CEO

[Signature]
J. Frederick Merz, Jr.

CITIBANK, N.A. AS ESCROW AGENT

RECEIPT OF ESCROW AMOUNT

OCTOBER 31, 2007

In accordance with and pursuant to that certain Escrow Agreement dated as of October 2007, by and among Air Liquide America Specialty Gases LLC, Scott Specialty Gases, Inc. Citibank, N.A. as Escrow Agent, the undersigned hereby acknowledges receipt of [REDACTED] pursuant to the terms of the Escrow Agreement, which amount represents the [REDACTED] Amount.

CITIBANK, N.A., AS ESCROW AGENT

By: 

Name:

Title:

YVETTE MCKEOWN, AVP
Citi Private Bank
485 Lexington Ave/10th Fl.
New York, NY 10017
212-783-3776

Exhibit B

Corporations ▼ Search Business Entities (corpsearch.aspx)

Search UCC Transactions (uccsearch.aspx) Forms ▼

Contact Corporations (http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx)

Register (.../Account/Register_account)

Login (.../Account/ValidateUser)

Search entity / **Select entity** / Order documents

Select Business Entity

Search Results for terms *scott research lab* type: *Starting with*

Show 10 ▼ entries

Filter Records

Business Entity Name	Name Type	Address	Entity Number	Entity Type	Status	Citizenship
<u>SCOTT RESEARCH LABORATORIES INC (TWINBROOK MANAGEMENT COMPANY)</u>	Prior Name	2060 Twinbrook Road Berwyn CHESTER PA 19312	<u>321338</u>	Business Corporation	Merged	Domestic

Showing 1 to 1 of 1 entries

Previous 1 Next

Please click on an entity name or number for viewing details

<< Back to Search

Corporations ▾ Search Business Entities (corpsearch.aspx)

Search UCC Transactions (uccsearch.aspx) Forms ▾

Contact Corporations (<http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx>)

Register (./Account/Register_account) Login (./Account/ValidateUser)

Search entity / Select entity / Order documents

Order Business Documents



Date: 01/04/2016

Business Name History

Name	Name Type
SCOTT ENVIRONMENTAL TECHNOLOGY, INC.	Prior Name
SCOTT RESEARCH LABORATORIES INC	Prior Name
TWINBROOK MANAGEMENT COMPANY	Current Name
SCOTT SPECIALTY GASES, INC.	Prior Name

Business Entity Details Officers

Name	TWINBROOK MANAGEMENT COMPANY
Entity Number	321338
Entity Type	Name Reservation
Status	NameReservationExpiration
Citizenship	Domestic
Entity Creation Date	10/16/2007
Effective Date	02/05/1962
State Of Inc	PA
Address	2060 Twinbrook Road Berwyn PA 19312

Name	ALICE ZIEGLER
Title	SECRETARY
Address	2060 TWINBROOK ROAD BERWYN PA 19312-15

Name	J M FREDERICK
------	---------------

Title PRESIDENT
Address 2060 TWINBROOK ROAD
 BERWYN
 PA
 19312-15

Name LOIS HAYES
Title TREASURER
Address 2060 TWINBROOK ROAD
 BERWYN
 PA
 19312-15

Name ROBERT SQUIRES
Title VICEPRESIDENT
Address 2060 TWINBROOK ROAD
 BERWYN
 PA
 19312-15

Filed Documents

The information presented below is for your reference. To place an order you will need to log in. If you do not have a PENN File account, you may register for an account. For unavailable images please complete the form (http://www.dos.pa.gov/BusinessCharities/Business/RegistrationForms/Documents/RegForms/15-133_145_153%20Copy_Certification%20request.pdf) and submit with the required fee to process this.

Show entries

Filter Records

Select	Date	Document	Pages	Plain Copy Quantity#	Price	Certified Copy Quantity#	Certified Copy Price	Microfilm #	Microfilm Start
<input type="checkbox"/>	06/20/1960	Creation Filing 1	4	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	45	6968
<input type="checkbox"/>	02/05/1962	Amendment 2	3	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	44	6230
<input type="checkbox"/>	02/14/1968	Amendment 3	11	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	44	6231
<input type="checkbox"/>	05/21/1968	Amendment 4	3	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	44	6232
<input type="checkbox"/>	07/25/1968	Amendment 5	4	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	44	6233
<input type="checkbox"/>	10/08/1968	Amendment 6	3	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	44	6234
<input type="checkbox"/>	12/03/1968	Change of Address 7	1	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	44	6235
<input type="checkbox"/>	06/02/1969	Amendment 8	3	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	44	6236
<input type="checkbox"/>	06/24/1974	Amendment 9	3	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	6	3342

Select	Date	Document	Pages	Plain Copy Quantity#	Price	Certified Copy Quantity#	Certified Copy Price	Microfilm #	Microfilm Start
<input type="checkbox"/>	10/01/1984	Amendment 10	4	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	6	3343
<input type="checkbox"/>	05/17/1989	Amendment 11	3	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	6	3344
<input type="checkbox"/>	06/26/2001	Decennial Report 12	1	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	6	3345
<input type="checkbox"/>	11/01/2007	Amendment 13	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	44	6246
<input type="checkbox"/>	11/14/2007	Change of Address 14	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	44	6257
<input type="checkbox"/>	12/27/2007	Merger 15	3	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00	45	6983

Showing 1 to 15 of 15 entries

Previous 1 Next

☐ All
Dates

☐ All
Certified
Copies

50 Quantity # \$190.00

Order Total :[<< Back to Search](#)[Login](#)



PAYNE, Stephanie <stephanie.payne@airliquide.com>

Can you make out the cylinder's serial number from these photos?

8 messages

PAYNE, Stephanie <stephanie.payne@airliquide.com>

Mon, Jan 4, 2016 at 11:31 AM

To: Stephen MILLER <stephen.miller@airliquide.com>, Jill IREY <jill.irey@airliquide.com>

If not, EPA says we can come look at it in person.

—— Forwarded message ——

From: **WRIGHT, Lori** <lori.wright@airliquide.com>

Date: Mon, Jan 4, 2016 at 11:25 AM

Subject: Fwd: More AA cylinder photos

To: Stephanie PAYNE <stephanie.payne@airliquide.com>

Here are the photos

*Lori Wright**Air Liquide America Specialty Gases LLC**Phone: 800.331.4953 x1106**Fax: 215.766.7226 **Notice: Updated Fax#****Email Orders To: **East.CustomerService@airliquide.com***

Due to our transition to a new business platform, we are temporarily experiencing extended lead times beyond our normal production periods. These extended lead times vary depending on the product ordered. We sincerely apologize for any inconvenience this may cause you and assure you this situation is only temporary. Our plants are at normal production levels and we are working diligently to minimize delays.

—— Forwarded message ——

From: **Barber, Joshua** <Barber.Joshua@epa.gov>

Date: Fri, Nov 13, 2015 at 3:23 PM

Subject: More AA cylinder photos

To: "lori.wright@airliquide.com" <lori.wright@airliquide.com>

Cc: "Kim, JC" <JC.Kim@tetrattech.com>

Josh Barber (3HS21)

Remedial Project Manager

Eastern PA Branch

U.S. Environmental Protection Agency

1650 Arch Street

Philadelphia, PA 19103-2029

Phone: 215.814.3393

Fax: 215.814.3025

Barber.joshua@epa.gov—
Stephanie Payne, Esq.

Assistant General Counsel, Healthcare and Environment

Air Liquide USA LLC

9811 Katy Freeway, Suite 100, Houston, TX 77024

Office: 713-624-8387 Fax: 713-803-7504 Mobile: 713-858-4793

This message may contain confidential attorney-client privileged information. If you received this message in error, please notify me. +++ **Conserve trees and protect the environment: please print this message only if necessary** +++

6 attachments

IMG_7592.JPG
3044K



IMG_7593.JPG
2894K



IMG_7594.JPG
3075K



IMG_7595.JPG
2944K



IMG_7596.JPG
2588K



IMG_7597.JPG
2121K













Exhibit D

MILLER, Stephen <stephen.miller@airliquide.com>
To: Stephanie PAYNE <stephanie.payne@airliquide.com>

Mon, Jan 4, 2016 at 3:20 PM

We found this in the archives. This cylinder was last scanned in 1993. Still looking ...

----- Forwarded message -----

From: WILSON, Jill <jill.wilson@airliquide.com>
Date: Mon, Jan 4, 2016 at 4:07 PM
Subject: Re: Can you make out the cylinder's serial number from these photos?
To: "MILLER, Stephen" <stephen.miller@airliquide.com>
Cc: Bron Sheriff <Bron.Sheriff@airliquide.com>, Eileen MACANIFF <eileen.macaniff@airliquide.com>

Hello Steve,

I found this information in the AS400. This cylinder was last seen in 1993. Our records show it as a B size cylinder.

Current status:

CSIN03 SCN02	SCOTT SPECIALTY GASES CYLINDER ADMINISTRATION SYSTEM CYLINDER MASTER INQUIRY BY CYL #	1/04/16 16:00:34
CYLINDER NO. ...	B1573	SHIPPED
CUSTOMER BILL TO NO. ...	68310100	CUSTOMER SHIP TO NO. ... 68310100
AIR LIQUIDE AMERICA SPEC 6141 EASTON ROAD BUILDING 1 PLUMSTEADVILLE PA 18949		AIR LIQUIDE AMERICA SPEC 6141 EASTON ROAD BUILDING 1 PLUMSTEADVILLE PA 18949
OWNER CODE..... SC	VENDOR CODE... 5014 TAYLOR WHARTON	
Scott	SIZE..... B	LOCATION..... 01
STATUS.. SH Shipped	TERMS CODE... X1 R	
REFILL/DEDICATED..	HST DATE..... 00/00/00	CUSTOMER (CC)..
BAR CODED..... Y	LAST PHY INV.. 0497	LAST REJ CLEAR.. 06/03/93
HST VENDOR.....	LINE NO. 999	
PRODUCT CODE...	DESC.	
GAS P.O. #..... PA SECTION - PHANTOM	PRODUCT EXPIRES: 07/00/00 (MM/DD/YY)	
ORG CYL #.....	PRE 38 # BBB01573	

History:

Enter Cylinder Number To Scan: B1573	
Date Activity	
060193 01 RETURNED 68100000 SUPELCO	PA112982 SUPELCO INC

1/12/2016

AIR LIQUIDE Mail - Can you make out the cylinder's serial number from these photos?

Cylinder Number: B1573	Size: B	Returned by: 01 68100000
Return Date: 6/01/93		SUPELCO
Returned To Loc: 01		SUPELCO PARK
Receiver #: PA112982		595 NORTH HARRISON ROAD
Received From: SUPELCO INC		BELLEFONTE
Shipper #:		PA 16823

There is no other cylinder number like: B-1573, B01573, B 1573, or BBB01573

We will need to check with Eileen or Bron to see if we would have any more details no stored on the AS400 but in backup.

Regards,

Jill Allyn Wilson

IT Business Analyst-Commercial • Air Liquide USA • Phone: (215) 766-7407 x1437 • jill.wilson@airliquide.com



RENT and DEMURRAGE

Invoice Number 829820

Invoice Date 04/02/99 PAGE 1

ACCOUNTING ORIGINAL

QUESTIONS CALL 215-766-8861, EXT. 238 OR 282
WE ARE ACCESSIBLE THROUGH THE INTERNET AT THE
FOLLOWING 2 LOCATIONS: JKAKI@SCOTTGAS.COM
CURBANY@SCOTTGAS.COM

BILL TO:

SCOTT SPECIALTY GASES
PA SPECIALTY GAS DEPT
BUILDING 1
PLUMSTEADVILLE PA 18949

CUSTOMER #68310100

Please send payment to:

SCOTT SPECIALTY GASES, INC.
P.O. BOX 8500-50910
PHILADELPHIA, PA 19178

TERMS: Net 10 Days

FOR BILLING PERIOD

01/01/99 TO 03/31/99

PRODUCT INVENTORY AND RENT AND DEMURRAGE INVOICE/STATEMENT FOR SPECIALTY GAS CYLINDER USAGE

Cylinder Number	Size	Cylinder Contents	Ship Date	Cyl	Scott Reference #s	Customer Purchase Order	Return Date	Deposit	Billing Amount
				Terms	Project	Invoice	Number		
A1122	A	NITROGEN CEM ZERO	07/27/98	X1R	0106614	018754	NO CHARGE CYLINDERS	02/24/99	.00
							RETURNED:	1	
XA5537	A	NITROGEN CEM ZERO	07/27/98	X1R	0106614	018754	NO CHARGE CYLINDERS		.00
		SHIPPED TO: W L GORE, ELK MILLS 2 (CUST #27122100)					ON HAND:	1	\$.00
		402 VIEWS WAY, ELKTON, MD 21921							
1D006613	K	5% METHANE IN ARGON (P5)	02/23/99	X1R	0776664	076724	SLH012702	02/24/99	.00
		SHIPPED TO: SCOTT RESEARCH LABS, PROFIT SHARING TRUST (CUST #68310000)					RETURNED:	1	\$.00
		PLUMSTEADVILLE,, PA 18949							
MH2573	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ	03/29/99	.00
1A015162	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ	03/29/99	.00
							RETURNED:	2	
A11970	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ		.00
A6596	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ		.00
MH581	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ		.00
XA1482	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ		.00
1C1889	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ		.00
		SHIPPED TO: SCOTT SPECIALTY GASES, C/O BERGER INSTRUMENTS (CUST #68310020)					ON HAND:	5	\$.00
		123A SANDY DRIVE, NEWARK, DE 19711							
AAL19628	AAL	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
AAL9011	AAL	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
A5966	A	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
BAL1574	BAL	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
CAL3651	CAL	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
CLM004609	CAL	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
K007002	K	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
XA8257	A	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
		SHIPPED TO: SCOTT SPECIALTY GASES, C/O MIKA FLEX (CUST #68310073)					ON HAND:	8	\$.00
		SUITE 3 6000 N.BAILEY AV, AMHERST, NY 14226							
ALM065031	AAL	NTRM 2658	03/05/98	X1R	0101334	014281	011697		.00
ALM065067	AAL	NTRM 2658	03/05/98	X1R	0101334	014281	011697		.00
ALM065268	AAL	NTRM 2658	03/05/98	X1R	0101334	014281	011697		.00
ALM065278	AAL	NTRM 2658	03/05/98	X1R	0101334	014281	011697		.00
		SHIPPED TO: SCOTT SPECIALTY GASES, C/O NIST/W.D.DORKO/CHEM (CUST #68310084)					ON HAND:	4	\$.00
		BLDG 222 RM 364/QUINCE OR, GAITHERSBURG, MD 20899							

CONTINUED

RENT and DEMURRAGE
 Invoice Number 829820
 Invoice Date 04/02/99 PAGE 38
 ACCOUNTING ORIGINAL

QUESTIONS CALL 215-766-8861, EXT. 238 OR 282
 WE ARE ACCESSIBLE THROUGH THE INTERNET AT THE
 FOLLOWING 2 LOCATIONS: JKAKI@SCOTTGAS.COM
 CURBANY@SCOTTGAS.COM

BILL TO:
 SCOTT SPECIALTY GASES
 PA SPECIALTY GAS DEPT
 BUILDING 1
 PLUMSTEADVILLE PA 18949

CUSTOMER #68310100

Please send payment to:
 SCOTT SPECIALTY GASES, INC.
 P.O. BOX 8500-50910
 PHILADELPHIA, PA 19178

TERMS: Net 10 Days

FOR BILLING PERIOD 01/01/99 TO 03/31/99

PRODUCT INVENTORY AND RENT AND DEMURRAGE INVOICE/STATEMENT FOR SPECIALTY GAS CYLINDER USAGE										
Cylinder Number	Size	Cylinder Contents	Ship Date	Cyl	Scott Reference #s	Customer Purchase Order	Return	Deposit	Billing	
				Terms	Project	Invoice	Number	Date		Amount
B1105	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1151	B	CYLINDER STOCK TRANSFER	08/25/98	X1R	0771479	072659	CARL VOZNAK			.00
B1172	B	HELIUM HIGH PURITY 99.995%	06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1178	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B118	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1182	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1216	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1221	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1222	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1226	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1229	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B124	B	PROPANE IN AIR	06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1268	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1282	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1292	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1306	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1309	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B132	B	BORON TRICHLORIDE VLSI 99.999%	06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1323	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1361	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1396	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1400	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1401	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B143	B	HYDROGEN SULFIDE IN NITROGEN	06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1446	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1464	B	AMMONIA ANHYDROUS GRADE 99.99%	06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1489	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1491	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1509	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1520	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1531	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1562	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1572	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1573	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1594	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1604	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B161	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00
B1615	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM			.00

CONTINUED

RENT and DEMURRAGE

Invoice Number 852274

Invoice Date 07/02/99 PAGE 1

ACCOUNTING ORIGINAL

QUESTIONS CALL 215-766-8861, EXT. 238 OR 282
WE ARE ACCESSIBLE THROUGH THE INTERNET AT THE
FOLLOWING 2 LOCATIONS: JKAKI@SCOTTGAS.COM
CURBANY@SCOTTGAS.COM

BILL TO:

SCOTT SPECIALTY GASES
PA SPECIALTY GAS DEPT
BUILDING 1
PLUMSTEADVILLE PA 18949

CUSTOMER #68310100

Please send payment to:

SCOTT SPECIALTY GASES, INC.
P.O. BOX 8500-50910
PHILADELPHIA, PA 19178

TERMS: Net 10 Days

FOR BILLING PERIOD

04/01/99 TO 06/30/99

PRODUCT INVENTORY AND RENT AND DEMURRAGE INVOICE/STATEMENT FOR SPECIALTY GAS CYLINDER USAGE

Cylinder Number	Size	Cylinder Contents	Ship Date	Cyl	Scott Reference #s	Customer Purchase Order	Return Date	Deposit	Billing Amount
				Terms	Project	Invoice	Number		
XA5537	A	NITROGEN CEM ZERO	07/27/98	X1R	0106614	018754	NO CHARGE CYLINDERS	04/15/99	.00
SHIPPED TO: W L GORE, ELK MILLS 2 (CUST #27122100)								RETURNED: 1	\$.00
402 VIEWS WAY, ELKTON, MD 21921									
CLM003387	CAL	SULFUR DIOXIDE IN AIR (20.9%O2)	04/07/99	X1R	0117096	017723	STEWART HELPER		.00
SHIPPED TO: HOVENSA L.L.C., #1 ESTATE HOPE (CUST #30880300)								ON HAND: 1	\$.00
ST. CROIX, 00851									
A11970	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ	05/24/99	.00
								RETURNED: 1	
A6596	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ		.00
MH581	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ		.00
XA1482	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ		.00
1C1889	A	CARBON DIOXIDE BONE DRY 99.8%	02/11/99	X1R	0114701	015471	LEANNE MERZ		.00
SHIPPED TO: SCOTT SPECIALTY GASES, C/O BERGER INSTRUMENTS (CUST #68310020)								ON HAND: 4	\$.00
123A SANDY DRIVE, NEWARK, DE 19711									
AAL19628	AAL	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
AAL9011	AAL	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
A5966	A	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
BAL1574	BAL	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
CAL3651	CAL	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
CLM004609	CAL	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
K007002	K	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
XA8257	A	CYLINDER STOCK TRANSFER	03/07/97	X1R	0188179	013269	DEPT 52		.00
SHIPPED TO: SCOTT SPECIALTY GASES, C/O MIKA FLEX (CUST #68310073)								ON HAND: 8	\$.00
SUITE 3 6000 N.BAILEY AV, AMHERST, NY 14226									
ALM065031	AAL	NTRM 2658	03/05/98	X1R	0101334	014281	011697		.00
ALM065067	AAL	NTRM 2658	03/05/98	X1R	0101334	014281	011697		.00
ALM065268	AAL	NTRM 2658	03/05/98	X1R	0101334	014281	011697		.00
ALM065278	AAL	NTRM 2658	03/05/98	X1R	0101334	014281	011697		.00
SHIPPED TO: SCOTT SPECIALTY GASES, C/O NIST/W.D.DORKO/CHEM (CUST #68310084)								ON HAND: 4	\$.00
BLDG 222 RM 364/QUINCE OR, GAITHERSBURG, MD 20899									
AAL021729	AAL	OXYGEN IN NITROGEN	06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM	06/12/99	.00
AAL021782	AAL	CYLINDER STOCK TRANSFER	06/11/99	X1R	0959142	090314	VERBAL	06/22/99	.00
AAL11511	AAL	CYLINDER STOCK TRANSFER	03/24/99	X1R	0778184	077424	MTS	04/06/99	.00

CONTINUED

RENT and DEMURRAGE

Invoice Number 852274

Invoice Date 07/02/99 PAGE 39

ACCOUNTING ORIGINAL

QUESTIONS CALL 215-766-8861, EXT. 238 OR 282
WE ARE ACCESSIBLE THROUGH THE INTERNET AT THE
FOLLOWING 2 LOCATIONS: JKAKI@SCOTTGAS.COM
CURBANY@SCOTTGAS.COM

BILL TO:

SCOTT SPECIALTY GASES
PA SPECIALTY GAS DEPT
BUILDING 1
PLUMSTEADVILLE PA 18949

CUSTOMER #68310100

Please send payment to:

SCOTT SPECIALTY GASES, INC.
P.O. BOX 8500-50910
PHILADELPHIA, PA 19178

TERMS: Net 10 Days

FOR BILLING PERIOD

04/01/99 TO 06/30/99

PRODUCT INVENTORY AND RENT AND DEMURRAGE INVOICE/STATEMENT FOR SPECIALTY GAS CYLINDER USAGE

Cylinder Number	Size	Cylinder Contents	Ship Date	Cyl	Scott Reference #'s	Customer Purchase Order	Return Date	Deposit	Billing Amount
				Terms	Product	Invoice	Number		
B1221	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1222	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1226	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1229	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B124	B	PROPANE IN AIR	06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1268	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1282	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1292	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1306	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1309	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B132	B	BORON TRICHLORIDE VLSI 99.999%	06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1323	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1361	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1396	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1400	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1401	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B143	B	HYDROGEN SULFIDE IN NITROGEN	06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1446	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1464	B	AMMONIA ANHYDROUS GRADE 99.99%	06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1489	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1491	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1509	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1520	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1531	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1562	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1572	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1573	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1594	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1604	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B161	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1619	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1659	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B168	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B177	B	CYLINDER STOCK TRANSFER	08/11/98	X1R	0770999	072349	CARL VOZNIK		.00
B1799	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1800	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1812	B		06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00
B1825	B	ETHYLENE C.P. GRADE 99.5%	06/01/96	X1R	9999999	999999	PA SECTION - PHANTOM		.00

CONTINUED